COPY

ASSIGNMENT

This ASSIGNMENT (this "Assignment") is dated as of July 12, 2002 (the "Effective Date"), by Immunex Corporation, a Washington corporation ("Assignor"), in favor of Immunex Manufacturing Corporation, a Washington corporation and wholly-owned subsidiary of Assignor ("Assignee").

WITNESSETH

WHEREAS, Assignor has agreed to assign to Assignee all of Assignor's rights, title and interest in, to and under: (i) the trademarks, service marks and Internet domain names set forth on Attachment I hereto (the "Assigned Trademarks"); (ii) the copyrights set forth on Attachment II hereto (the "Assigned Copyrights"); (iii) the inventions, patents, and patent applications set forth on Attachment III hereto (the "Assigned Patents and Patent Applications"); (iv) the technology, know-how, trade secrets, proprietary processes, methods, algorithms, and formulae set forth on Attachment IV hereto (the "Assigned Know-How", and together with the Assigned Trademarks, the Assigned Copyrights and the Assigned Patents and Patent Applications, the "Transferred Intellectual Property"), and (v) the assets set forth on Attachment V hereto (the "Specified Assets", and together with the Transferred Intellectual Property, the "Transferred Assets"). Capitalized terms used herein but not otherwise defined shall have the meanings set forth on Attachment VI hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign, transfer, set over, and deliver to Assignee and its successors and assigns, all of the right, title, and interest of Assignor in, to and under the following:

(1) the Assigned Trademarks, together with the goodwill of the Business connected with the use of and symbolized by the Assigned Trademarks, and all renewals thereof;

(2) the Assigned Copyrights, and all renewals, reversions and extensions thereof;

(3) the Assigned Patents and Patent Applications and inventions disclosed therein, and all continuations, continuations in part, divisions, provisionals and any substitute applications, any patents issued with respect to any such patent applications, any reissue, re-examination, renewal or extension (including any supplemental patent certificate) of any such patent, and any confirmation patent or registration patent or patent of addition based on any such patent, and all foreign counterparts of the foregoing;

(4) the Assigned Know-How;

(5) with respect to the Transferred Intellectual Property, all causes of actions, claims and demands or other rights for, or arising from, any infringement arising or occurring after the Effective Date, excluding past infringement, all rights of priority under any international conventions and any other international agreements to which the United States adheres, all income, royalties, damages, claims, and payments hereafter due or payable with respect thereto, and all rights corresponding thereto throughout the world; and

(6) the Specified Assets.

Assignor further agrees, without further consideration, to cause to be performed such lawful acts and to execute such further assignments and other lawful documents as Assignee may reasonably request to effectuate fully this Assignment.

This Assignment may be executed in counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties hereto and delivered to the other party.

ASSIGNOR DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES AS TO THE BUSINESS OR TRANSFERRED ASSETS, INCLUDING AS TO THEIR PHYSICAL CONDITION, USABILITY, MERCHANTABILITY, PROFITABILITY OR FITNESS FOR ANY PURPOSE OR NON-INFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NOTHING IN THIS AGREEMENT WILL BE CONSTRUED AS (1) A WARRANTY OR REPRESENTATION AS TO THE ISSUANCE, VALIDITY, ENFORCEABILITY OR SCOPE OF ANY ASSIGNED TRADEMARKS, ASSIGNED COPYRIGHTS, ASSIGNED PATENTS AND PATENT APPLICATIONS OR ASSIGNED KNOW-HOW; (2) A WARRANTY OR REPRESENTATION THAT ANYTHING MADE, USED, SOLD, OR OTHERWISE DISPOSED OF UNDER THE PATENTS AND PATENT APPLICATIONS IS OR WILL BE FREE FROM INFRINGEMENT OF PATENTS OF THIRD PERSONS; OR (3) A WARRANTY OR REPRESENTATION THAT ANY ASSIGNED TRADEMARKS, ASSIGNED COPYRIGHTS, ASSIGNED PATENTS AND PATENT APPLICATIONS AND ASSIGNED KNOW-HOW ARE NOT SUBJECT TO AGREEMENTS WITH THIRD PERSONS.

This Assignment shall be governed and construed in accordance with the Laws of the State of New York, without regard to any applicable principles of conflicts of law.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed by the signature of its duly authorized officer as of the date above first written.

ASSIGNOR:
IMMUNEX CORPORATION

By: _____
Name:
Title:

Acknowledged and Accepted:

ASSIGNEE:
IMMUNEX MANUFACTURING CORPORATION

By: _____
Name:
Title:

STATE OF)
) SS.
COUNTY OF)

I, a notary public, in and for the county and state aforesaid, do hereby certify that Edward Fritzky personally known to me to be the CEO of Immunex Corporation, a Washington corporation, appeared before me this day in person and acknowledged that (s)he signed the above and foregoing instrument as his/her free and voluntary act and as the free and voluntary act of said corporation pursuant to authority granted to him/her by the board of directors of said corporation for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 12th day of July, 2002.

Alexis L Aline
Notary Public

ALEXIS L. ALINE
Notary Public, State of New York
No. 01AL6058301
Qualified in Kings County
Commission Expires May 7, 2003

My commission expires:

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed by the signature of its duly authorized officer as of the date above first written.

ASSIGNOR:
IMMUNEX CORPORATION

By: _____
Name:
Title:

Acknowledged and Accepted:

ASSIGNEE:
IMMUNEX MANUFACTURING CORPORATION

By: _____
Name: Peggy V. Phillips
Title: ~~Exec~~

ATTACHMENT I

ASSIGNED TRADEMARKS

Jurisdiction	Trademark	Reg. No. / (App. No.)	Issued / (Date App.)
U.S.	LEUKINE	1,653,426 (73-831,918)	8/19/1991 (10/13/1989)
Canada	LEUKINE	430,098 (0643,999)	7/8/1994 (11/2/1989)
U.S.	Positive Directions	N/A	N/A

Internet Domain Names:

Leukine.com

ATTACHMENT II

ASSIGNED COPYRIGHTS

The Assigned Copyrights consist of:

(A) the following of Assignor's promotional materials that are used solely in the Business as conducted as of the Effective Date:

- **Promotional Materials for Healthcare Providers: Printed**
  - Hematopoietic Cascade Poster
  - Hematopoietic Cascade Card
  - Acute Myeloblastic Leukemia Brochure
  - Southwest Oncology Group Neupogen Flashcard
  - LEUKINE Insights for the Nursing Community Q&A
  - Slide Kit: Hematopoiesis & Dendritic Cell Function
  - Slide Kit: Dendritic Cell Function
  - Slide Kit: Dendritic Cell Therapy
  - Poster Guide to Autologous Bone Marrow & Peripheral Blood Stem Cell Transplantation
  - Injection Chart Pad
  - Plug Introduction Brochure
  - Plug Flashcard: Side Effects
  - Plug Flashcard: Mechanism of Action
  - Plug Flashcard: Infection
  - Plug Flashcard: Mucositis
  - Positive Directions Overview Card
  - Positive Directions Q&A*
  - Points to Consider Flashcard*

- **Promotional Materials for Healthcare Providers: Other Media**
  - Outcomes that Count: Nurse Video

- **Patient Materials: Printed**
  - Patient Brochure
  - Picture Guide to Allogeneic Bone Marrow & Peripheral Blood Stem Cell Transplantation
  - Picture Guide to Autologous Bone Marrow & Peripheral Blood Stem Cell Transplantation*
  - Understanding Your Stem Cell Transplant: A Patient's Guide*

- **Patient Materials: Other Media**
  - Patient's Guide to Self-Injection Video

- **Educational Materials for Sales Force**
  - Dendritic Cell Primer

- I.C.E. Checklist (key components of Therapeutic Equivalents Program)
- Strategic Conversion Plan
- Strategic Establishment Plan

- **Materials for PROGRESS Clinical Trail: Printed**
  - PROGRESS Newsletter
  - PROGRESS Body Surface Area Calculator
  - PROGRESS Schema for Protocol 001.0021 (small)
  - PROGRESS Schema for Protocol 001.0021 (large)

- **Other**
  - Therapeutic Equivalence Pharmacy Strategy and Implementation Flow Sheet
  - Electronic Education & Information Business Reply Card

* In preparation

(B) the copyrights in: all pre-clinical, clinical and process development data and reports relating to the research or development of LEUKINE or of any materials used in the research, development, manufacture, marketing or sale of LEUKINE, including all raw data relating to clinical trials of LEUKINE, all case report forms relating thereto and all statistical programs developed (or modified in a manner material to the use or function thereof (other than through user preferences)) to analyze clinical data; all market research data, market intelligence reports, statistical programs (if any) used for marketing and sales research; customer information, promotional and marketing materials, LEUKINE sales forecasting models, medical education materials, sales training materials, web site content and advertising and display materials; all records relating to Transferred Employees (as defined in the Asset Purchase Agreement) (excluding any personnel records the transfer of which is prohibited by applicable Law); all records, including customer lists, sales force call activity reports, vendor lists, sales data, reimbursement data, speaker lists, manufacturing records, sampling records, standard operating procedures and batch records related to the manufacturing process, and supplier lists; all data contained in laboratory notebooks relating to LEUKINE or relating to its biology; all adverse experience reports and files related thereto (including source documentation) and all periodic adverse experience reports and all data contained in electronic data bases relating to adverse experience reports and periodic adverse experience reports; all analytical and quality control data; and all correspondence with the FDA; in each case, used solely in the conduct of the Business as of the Effective Date.

ATTACHMENT III

ASSIGNED PATENTS AND PATENT APPLICATIONS

Juris-diction	Patent	Patent No. (App. No.)	Issue Date (Date App.)
U.S.	Methods for Treating HIV-Infected Patients by Administering GM-CSF	6,309,632 (09-067,926)	10/30/2001 (4/28/1998)
U.S.	Prolonged Release of GM-CSF	6,274,175 (09-442,370)	8/14/2001 (11/17/1999)
U.S.	Prolonged Release of GM-CSF	6,120,807 (09-185,213)	9/19/2000 (11/3/1998)
U.S.	DNA Sequence Encoding Nonglycosylated Analogs of Human Colony Stimulating Factors	5,405,952 (07/262385)	4/11/1995 (10/24/1988)
U.S.	Analogs of Human Granulocyte-Macrophage Colony Stimulating Factor	5,393,870 (08-067,934)	2/28/1995 (5/27/1993)
U.S.	DNAs Encoding Analog GM-CSF Molecules Displaying Resistance to Proteases Which Cleave at Adjacent Dibasic Residues	5,391,485 (06-763,130)	2/21/1995 (8/6/1985)
U.S.	Analogs of Human Granulocyte-Macrophage Colony Stimulating Factor	5,229,496 (07-254,238)	7/20/1993 (10/6/1988)
U.S.	Treatment of Bacterial Diseases with Granulocyte-Macrophage Colony Stimulating Factor	5,162,111 (06-892,123)	11/10/1992 (7/30/1986)
U.S.	Activation of Macrophage Tumoricidal Activity by Granulocyte-Macrophage Colony Stimulating Factor	5,078,996 (06-888,995)	1/7/1992 (7/31/1986)
U.S.	Nonglycosylated Analogs of Human Colony Stimulating Factors	5,032,676 (06/918428)	7/16/1991 (10/14/1986)
U.S.	Method for Increasing CD4+ T-Lymphocyte Counts in HIV-Infected Patients by the Administration of GM-CSF	(08/928,279)	(9/12/1997)
U.S.	Stable Aqueous Solutions of Granulocyte Macrophage Colony-Stimulating Factor	(09/800,016)	(3/5/2001)
Australia	Activation of Macrophage Tumoricidal Activity by Granulocyte-Macrophage Colony Stimulating Factor	586876 (61031/86)	7/27/1989 (8/8/1986)

Juris-diction	Patent	Patent No. (App. No.)	Issue Date (Date App.)
Australia	Amplifying the Expression of Recombinant DNA Products	586697 (60456/86)	11/9/89 (7/23/1986)
Australia	Use of GM-CSF to Inhibit Development of Drug Resistance in HIV+ Patients	(12252/00)	(10/22/1999)
Canada	Amplifying the Expression of Recombinant DNA Products	1,341,150 (514337)	12/5/2000 (7/22/1986)
Canada	Activation of Macrophage Tumoricidal Activity by Granulocyte-Macrophage Colony Stimulating Factor	1,341,142 (516034)	11/21/2000 (8/15/1986)
Canada	Treatment of Bacterial Diseases With Granulocyte-Macrophage Colony Stimulating Factor	1,297,789 (543216)	3/24/1992 (7/29/1987)
Canada	Use of GM-CSF to Inhibit Development of Drug Resistance in HIV+ Patients	(2,349,592)	(10/22/1999)
Canada	Methods for Reducing HIV Viral Load by Administering GM-CSF and Antiretroviral Agents	(2,329,920)	(4/23/1999)
Canada	Methods for Increasing CD4+ T-Lymphocyte Counts in HIV-Infected Patients by the Administration of GM-CSF	(2,302,423)	(9/14/1998)
Canada	Cloning of Human Granulocyte-Macrophage Colony Stimulating Factor Gene[1]	(488,139)	(8/6/1985)
Denmark	Activation of Macrophage Tumoricidal Activity by Granulocyte-Macrophage Colony Stimulating Factor	(3829/86)	(8/11/1986)
Denmark	Amplifying the Expression of Recombinant DNA Products	(3489/86)	(7/22/1986)
EU	Amplifying the Expression of Recombinant DNA Products	212914 (86306073.7)	2/26/1992 (8/6/1986)
EU	Activation of Macrophage Tumoricidal Activity by Granulocyte-Macrophage Colony Stimulating Factor	211684 (86306304.6)	7/8/1992 (8/15/1986)

[1] Conflict in progress

Juris-diction	Patent	Patent No. (App. No.)	Issue Date (Date App.)
EU	Use of GM-CSF to Inhibit Development of Drug Resistance in HIV+ Patients	(99971663.2)	(10/22/1999)
Japan	Treatment of Bacterial Diseases with Granulocyte-Macrophage Colony Stimulating Factor	2735207 (87504483)	04/02/1998 (07/20/1987)
Japan	Activation of Macrophage Tumoricidal Activity by Granulocyte-Macrophage Colony Stimulating Factor	2043817 (191561/86)	4/9/1996 (8/15/1986)
Japan	Amplifying the Expression of Recombinant DNA Products	2037518 (185005/86)	3/28/1996 (8/6/1986)
Japan	Use of GM-CSF to Inhibit Development of Drug Resistance in HIV+ Patients	2000-580445	(10/22/1999)
Mexico	Amplifying the Expression of Recombinant DNA Products	188656 (9203814)	4/17/1998 (6/29/1992)
New Zealand	Use of GM-CSF to Inhibit Development of Drug Resistance in HIV+ Patients	(512040)	(10/22/1999)
South Africa	Activation of Macrophage Tumoricidal Activity by Granulocyte-Macrophage Colony Stimulating Factor	86/6154 (86/6154)	4/29/1987 (8/15/1986)
South Africa	Amplifying the Expression of Recombinant DNA Products	86/5651 (86/5651)	4/29/1987 (7/29/1986)
Spain	Amplifying the Expression of Recombinant DNA Products	8600903 (8600903)	1/11/1988 (8/6/1986)

PATENTS AND PATENT APPLICATIONS
JOINTLY OWNED WITH AMERICAN CYANAMID COMPANY[2]

Juris-diction	Patent	Patent No. (App. No.)	Issue Date (Date App.)
U.S.	Prolonged Release of GM-CSF	5,942,253 (08-542,445)	8/24/1999 (10/12/1995)
Australia	Prolonged Release of GM-CSF	714074 (74384/96)	12/16/1999 (10/10/1996)
Canada	Prolonged Release of GM-CSF	(2,234,585)	(10/10/1996)
EU	Prolonged Release of GM-CSF	(96936356.3)	(10/10/1996)
Japan	Prolonged Release of GM-CSF	(515216/97)	(10/10/1996)
New Zealand	Prolonged Release of GM-CSF	338065 (338065)	10/9/2001 (10/10/1996)

[2] Note: Although American Cyanamid Company is the entity listed as joint owner in online database searches, the current joint owner is Wyeth Corporation.

ATTACHMENT IV

KNOW-HOW

The Assigned Know-How consists of all of Assignor's: (i) business plans, market analyses, costs, valuations, processes and methodologies; (ii) data, technical information, know-how, inventions, discoveries, trade secrets, methods, whether or not patentable; and (iii) manufacturing techniques, engineering data, specifications of materials; and with respect to each of the foregoing, only to the extent that they are used solely in the Business as conducted as of the Effective Date or prior to the Effective Date to the extent the same exist in the records of Assignor as of the date hereof or at the Effective Date.

ATTACHMENT V

SPECIFIED ASSETS

All inventories held for use in the operation and conduct of the Business in existence at the Effective Date, including raw materials, goods in process, finished goods, LEUKINE specific packaging and labels and the following cell bank inventories in existence at the Effective Date:

Master Cell Bank
Lot: BVL-0002
97 vials

Working Cell Bank
Lot: BAG/010138
38 vials

Working Cell Bank
Lot: BAG/A03184
289 vials

Original Host Source Material: XV2181 diploid
4 vials.

1 vial of yeast haploid strain named: 79 containing the same plasmid PIXY15

ATTACHMENT VI

DEFINITIONS

As used in this Assignment, the following terms shall have the following meanings:

"Asset Purchase Agreement" shall mean the Asset Purchase Agreement, by and between Assignor and Schering Aktiengesellschaft, dated as of May 2, 2002, as the same may be amended from time to time.

"Business" shall mean the business of researching, developing, manufacturing, marketing and selling LEUKINE.

"FDA" shall mean the United States Food and Drug Administration.

"Law" shall mean any Federal, state, local or non-U.S. law, statute, code, ordinance, regulation, order, judgment, writ, injunction, decision, ruling or decree.

"LEUKINE" shall mean the product that contains the active ingredient generically known as sargramostim (i.e., that certain modified human granulocyte-macrophage colony-stimulating factor produced by recombinant DNA technology) that is or was researched, developed, manufactured, marketed and sold by or on behalf of Assignor or Assignee.

COPY

ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY, is dated as of July 17, 2002 (this "Assignment"), by Immunex Corporation, a Washington corporation ("Assignor"), and Immunex Manufacturing Corporation, a Washington corporation and wholly-owned subsidiary of Assignor ("Seller Sub"), in favor of Schering Aktiengesellschaft, a stock corporation organized under the laws of The Federal Republic of Germany ("Assignee").

WITNESSETH

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of May 2, 2002 (as amended, the "Asset Purchase Agreement"), pursuant to which Assignee has, among other things, agreed to acquire from Assignor and Seller Sub, and Assignor has agreed to sell to Assignee (and has agreed to cause Seller Sub to sell to Assignee), all of Assignor's and Seller Sub's rights, title and interest in, to and under the Conveyed Intellectual Property, consisting of: (i) the trademarks, service marks and Internet domain names set forth on Attachment I hereto (the "Assigned Trademarks"); (ii) the copyrights set forth on Attachment II hereto (the "Assigned Copyrights"); (iii) the inventions, patents, and patent applications set forth on Attachment III hereto (the "Assigned Patents and Patent Applications"); and (iv) the technology, know-how, trade secrets, proprietary processes, methods, algorithms, and formulae set forth on Attachment IV hereto (the "Assigned Know-How"). Capitalized terms used herein but not otherwise defined shall have the meanings set forth in the Asset Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Seller Sub do hereby assign, transfer, set over, and deliver to Assignee and its successors and assigns, all of the right, title, and interest of Assignor and Seller Sub in, to and under the following, including all causes of actions, claims and demands or other rights for, or arising from, any infringement arising or occurring after the Closing, excluding past infringement, all rights of priority under any international conventions and any other international agreements to which the United States adheres, all income, royalties, damages, claims, and payments hereafter due or payable with respect thereto, and all rights corresponding thereto throughout the world:

(1) the Assigned Trademarks, together with the goodwill of the Business connected with the use of and symbolized by the Assigned Trademarks, and all renewals thereof;

(2) the Assigned Copyrights, and all renewals, reversions and extensions thereof;

(3) the Assigned Patents and Patent Applications and inventions disclosed therein, and all continuations, continuations in part, divisions, provisionals and any

substitute applications, any patents issued with respect to any such patent applications, any reissue, re-examination, renewal or extension (including any supplemental patent certificate) of any such patent, and any confirmation patent or registration patent or patent of addition based on any such patent, and all foreign counterparts of the foregoing; and

(4) the Assigned Know-How.

Assignor and Seller Sub further agree, without further consideration, to cause to be performed such lawful acts and to execute such further assignments and other lawful documents as Assignee may reasonably request to effectuate fully this Assignment.

Concurrent with this Assignment, Assignor and Seller Sub shall revoke all powers of attorney then in place with the United States Patent and Trademark Office respecting the Assigned Patents and Patent Applications and the parties shall execute a power of attorney or authorization of agent, whereby Assignor and Seller Sub transfer to Assignee or Assignee's designated agent the power to prosecute and maintain the Assigned Patents and Patent Applications, and to transact all business in the United States Patent and Trademark Office connected therewith.

This Assignment may be executed in counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties hereto and delivered to the other party.

In the event of any conflict between this Assignment and the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall control.

EXCEPT AS EXPRESSLY SET FORTH IN THE ASSET PURCHASE AGREEMENT OR THE RELATED INSTRUMENTS, NEITHER ASSIGNOR NOR SELLER SUB MAKES ANY REPRESENTATIONS OR WARRANTIES AS TO THE BUSINESS, CONVEYED ASSETS OR ASSUMED LIABILITIES, INCLUDING AS TO THEIR PHYSICAL CONDITION, USABILITY, MERCHANTABILITY, PROFITABILITY OR FITNESS FOR ANY PURPOSE OR NON-INFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NOTHING IN THIS AGREEMENT WILL BE CONSTRUED AS (1) A WARRANTY OR REPRESENTATION AS TO THE ISSUANCE, VALIDITY, ENFORCEABILITY OR SCOPE OF ANY ASSIGNED TRADEMARKS, ASSIGNED COPYRIGHTS, ASSIGNED PATENTS AND PATENT APPLICATIONS OR ASSIGNED KNOW-HOW; (2) A WARRANTY OR REPRESENTATION THAT ANYTHING MADE, USED, SOLD, OR OTHERWISE DISPOSED OF UNDER THE PATENTS AND PATENT APPLICATIONS IS OR WILL BE FREE FROM INFRINGEMENT OF PATENTS OF THIRD PERSONS; OR (3) A WARRANTY OR REPRESENTATION THAT ANY ASSIGNED TRADEMARKS, ASSIGNED COPYRIGHTS, ASSIGNED PATENTS AND PATENT APPLICATIONS AND ASSIGNED KNOW-HOW ARE NOT SUBJECT TO AGREEMENTS WITH THIRD PERSONS.

This Assignment shall be governed and construed in accordance with the Laws of the State of New York, without regard to any applicable principles of conflicts of law. Each of the parties hereto hereby irrevocably and unconditionally consents to submit to the exclusive jurisdiction of the courts of the State of New York and of the United States of America located in the Borough of Manhattan in New York City for any litigation arising out of or relating to this Assignment and the transactions contemplated hereby (and agrees not to commence any litigation relating thereto except in such courts). Each of the parties hereto hereby irrevocably and unconditionally waives any objection to the laying of venue of any litigation arising out of this Assignment or the transactions contemplated hereby in the courts of the State of New York or of the United States of America located in the Borough of Manhattan in New York City and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such litigation brought in any such court has been brought in an inconvenient forum. The parties agree that a final judgment in any such litigation shall be conclusive and may be enforced in other jurisdictions by suits on the judgment or in any other manner provided by Law.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned have caused this Assignment of Intellectual Property to be executed by the signature of its duly authorized officer as of the date above first written.

ASSIGNOR:
IMMUNEX CORPORATION

By: _____
Name:
Title:

SELLER SUB:
IMMUNEX MANUFACTURING CORPORATION

By: _____
Name:
Title:

Acknowledged and
Accepted:

ASSIGNEE:
SCHERING AKTIENGESELLSCHAFT

By: _____
Name:
Title:

By: _____
Name:
Title:

STATE OF)
) SS.
COUNTY OF)

I, a notary public, in and for the county and state aforesaid, do hereby certify that Edward Fritzky personally known to me to be the President of Immunex Corporation, a Washington corporation, appeared before me this day in person and acknowledged that (s)he signed the above and foregoing instrument as his/her free and voluntary act and as the free and voluntary act of said corporation pursuant to authority granted to him/her by the board of directors of said corporation for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 12th day of July, 2002.

Alexis L Alire
Notary Public

ALEXIS L. ALIRE
Notary Public, State of New York
No. 01AL6058301
Qualified in Kings County
Commission Expires May 7, 2003

My commission expires: _____

STATE OF)
) SS.
COUNTY OF)

I, a notary public, in and for the county and state aforesaid, do hereby certify that Edward Fritzky personally known to me to be the President of Immunex Manufacturing Corporation a Washington corporation, appeared before me this day in person and acknowledged that (s)he signed the above and foregoing instrument as his/her free and voluntary act and as the free and voluntary act of said corporation pursuant to authority granted to him/her by the board of directors of said corporation for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 12th day of July, 2002.

Alexis L Alire
Notary Public

ALEXIS L. ALIRE
Notary Public, State of New York
No. 01AL6058301
Qualified in Kings County
Commission Expires May 7, 2003

My commission expires: _____

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ASSIGNOR:
IMMUNEX CORPORATION

By: _____
Name:
Title:

SELLER SUB:
IMMUNEX MANUFACTURING CORPORATION

By: _____
Name:
Title:

Acknowledged and
Accepted:

ASSIGNEE:
SCHERING AKTIENGESELLSCHAFT

By: _____
Name:
Title: General Counsel

By: _____
Name:
Title: Legal Counsel

ATTACHMENT I

ASSIGNED TRADEMARKS

Jurisdiction	Trademark	Reg. No. / (App. No.)	Issued / (Date App.)
United States	LEUKINE	1,653,426 (73-831,918)	8/19/1991 (10/13/1989)
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Internet Domain Names:

Leukine.com

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ASSIGNED COPYRIGHTS

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(A) the following of Assignor's and Seller Sub's promotional materials that are used solely in the Business as conducted as of the Closing Date:

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  - Hematopoietic Cascade Poster
  - Hematopoietic Cascade Card
  - Acute Myeloblastic Leukemia Brochure
  - Southwest Oncology Group Neupogen Flashcard
  - LEUKINE Insights for the Nursing Community Q&A
  - Slide Kit: Hematopoiesis & Dendritic Cell Function
  - Slide Kit: Dendritic Cell Function
  - Slide Kit: Dendritic Cell Therapy
  - Poster Guide to Autologous Bone Marrow & Peripheral Blood Stem Cell Transplantation
  - Injection Chart Pad
  - Plug Introduction Brochure
  - Plug Flashcard: Side Effects
  - Plug Flashcard: Mechanism of Action
  - Plug Flashcard: Infection
  - Plug Flashcard: Mucositis
  - Positive Directions Overview Card
  - Positive Directions Q&A*
  - Points to Consider Flashcard*

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  - Outcomes that Count: Nurse Video

- **Patient Materials: Printed**
  - Patient Brochure
  - Picture Guide to Allogeneic Bone Marrow & Peripheral Blood Stem Cell Transplantation
  - Picture Guide to Autologous Bone Marrow & Peripheral Blood Stem Cell Transplantation*
  - Understanding Your Stem Cell Transplant: A Patient's Guide*

- **Patient Materials: Other Media**
  - Patient's Guide to Self-Injection Video

- **Educati nal Materials for Sales Force**
  - Dendritic Cell Primer

- I.C.E. Checklist (key components of Therapeutic Equivalents Program)
- Strategic Conversion Plan
- Strategic Establishment Plan

- **Materials for PROGRESS Clinical Trail: Printed**
  - PROGRESS Newsletter
  - PROGRESS Body Surface Area Calculator
  - PROGRESS Schema for Protocol 001.0021 (small)
  - PROGRESS Schema for Protocol 001.0021 (large)

- **Other**
  - Therapeutic Equivalence Pharmacy Strategy and Implementation Flow Sheet
  - Electronic Education & Information Business Reply Card

* In preparation

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ATTACHMENT III

ASSIGNED PATENTS AND PATENT APPLICATIONS

Juris-diction	Patent	Patent No. (App. No.)	Issue Date (Date App.)
U.S.	Methods for Treating HIV-Infected Patients by Administering GM-CSF	6,309,632 (09-067,926)	10/30/2001 (4/28/1998)
U.S.	Prolonged Release of GM-CSF	6,274,175 (09-442,370)	8/14/2001 (11/17/1999)
U.S.	Prolonged Release of GM-CSF	6,120,807 (09-185,213)	9/19/2000 (11/3/1998)
U.S.	DNA Sequence Encoding Nonglycosylated Analogs of Human Colony Stimulating Factors	5,405,952 (07/262385)	4/11/1995 (10/24/1988)
U.S.	Analogs of Human Granulocyte-Macrophage Colony Stimulating Factor	5,393,870 (08-067,934)	2/28/1995 (5/27/1993)
U.S.	DNAs Encoding Analog GM-CSF Molecules Displaying Resistance to Proteases Which Cleave at Adjacent Dibasic Residues	5,391,485 (06-763,130)	2/21/1995 (8/6/1985)
U.S.	Analogs of Human Granulocyte-Macrophage Colony Stimulating Factor	5,229,496 (07-254,238)	7/20/1993 (10/6/1988)
U.S.	Treatment of Bacterial Diseases with Granulocyte-Macrophage Colony Stimulating Factor	5,162,111 (06-892,123)	11/10/1992 (7/30/1986)
U.S.	Activation of Macrophage Tumoricidal Activity by Granulocyte-Macrophage Colony Stimulating Factor	5,078,996 (06-888,995)	1/7/1992 (7/31/1986)
U.S.	Nonglycosylated Analogs of Human Colony Stimulating Factors	5,032,676 (06/918428)	7/16/1991 (10/14/1986)
U.S.	Method for Increasing CD4+ T-Lymphocyte Counts in HIV-Infected Patients by the Administration of GM-CSF	(08/928,279)	(9/12/1997)
U.S.	Stable Aqueous Solutions of Granulocyte Macrophage Colony-Stimulating Factor	(09/800,016)	(3/5/2001)
Australia	Activation of Macrophage Tumoricidal Activity by Granulocyte-Macrophage Colony Stimulating Factor	586876 (61031/86)	7/27/1989 (8/8/1986)

Juris-diction	Patent	Patent No. (App. No.)	Issue Date (Date App.)
Australia	Amplifying the Expression of Recombinant DNA Products	586697 (60456/86)	11/9/89 (7/23/1986)
Australia	Use of GM-CSF to Inhibit Development of Drug Resistance in HIV+ Patients	(12252/00)	(10/22/1999)
Canada	Amplifying the Expression of Recombinant DNA Products	1,341,150 (514337)	12/5/2000 (7/22/1986)
Canada	Activation of Macrophage Tumoricidal Activity by Granulocyte-Macrophage Colony Stimulating Factor	1,341,142 (516034)	11/21/2000 (8/15/1986)
Canada	Treatment of Bacterial Diseases With Granulocyte-Macrophage Colony Stimulating Factor	1,297,789 (543216)	3/24/1992 (7/29/1987)
Canada	Use of GM-CSF to Inhibit Development of Drug Resistance in HIV+ Patients	(2,349,592)	(10/22/1999)
Canada	Methods for Reducing HIV Viral Load by Administering GM-CSF and Antiretroviral Agents	(2,329,920)	(4/23/1999)
Canada	Methods for Increasing CD4+ T-Lymphocyte Counts in HIV-Infected Patients by the Administration of GM-CSF	(2,302,423)	(9/14/1998)
Canada	Cloning of Human Granulocyte-Macrophage Colony Stimulating Factor Gene[1]	(488,139)	(8/6/1985)
Denmark	Activation of Macrophage Tumoricidal Activity by Granulocyte-Macrophage Colony Stimulating Factor	(3829/86)	(8/11/1986)
Denmark	Amplifying the Expression of Recombinant DNA Products	(3489/86)	(7/22/1986)
EU	Amplifying the Expression of Recombinant DNA Products	212914 (86306073.7)	2/26/1992 (8/6/1986)
EU	Activation of Macrophage Tumoricidal Activity by Granulocyte-Macrophage Colony Stimulating Factor	211684 (86306304.6)	7/8/1992 (8/15/1986)

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[1] Conflict in progress

Juris-diction	Patent	Patent No. (App. No.)	Issue Date (Date App.)
EU	Use of GM-CSF to Inhibit Development of Drug Resistance in HIV+ Patients	(99971663.2)	(10/22/1999)
Japan	Treatment of Bacterial Diseases with Granulocyte-Macrophage Colony Stimulating Factor	2735207 (87504483)	04/02/1998 (07/20/1987)
Japan	Activation of Macrophage Tumoricidal Activity by Granulocyte-Macrophage Colony Stimulating Factor	2043817 (191561/86)	4/9/1996 (8/15/1986)
Japan	Amplifying the Expression of Recombinant DNA Products	2037518 (185005/86)	3/28/1996 (8/6/1986)
Japan	Use of GM-CSF to Inhibit Development of Drug Resistance in HIV+ Patients	2000-580445	(10/22/1999)
Mexico	Amplifying the Expression of Recombinant DNA Products	188656 (9203814)	4/17/1998 (6/29/1992)
New Zealand	Use of GM-CSF to Inhibit Development of Drug Resistance in HIV+ Patients	(512040)	(10/22/1999)
South Africa	Activation of Macrophage Tumoricidal Activity by Granulocyte-Macrophage Colony Stimulating Factor	86/6154 (86/6154)	4/29/1987 (8/15/1986)
South Africa	Amplifying the Expression of Recombinant DNA Products	86/5651 (86/5651)	4/29/1987 (7/29/1986)
Spain	Amplifying the Expression of Recombinant DNA Products	8600903 (8600903)	1/11/1988 (8/6/1986)

PATENTS AND PATENT APPLICATIONS
JOINTLY OWNED WITH AMERICAN CYANAMID COMPANY[2]

Juris-diction	Patent	Patent No. (App. No.)	Issue Date (Date App.)
U.S.	Prolonged Release of GM-CSF	5,942,253 (08-542,445)	8/24/1999 (10/12/1995)
Australia	Prolonged Release of GM-CSF	714074 (74384/96)	12/16/1999 (10/10/1996)
Canada	Prolonged Release of GM-CSF	(2,234,585)	(10/10/1996)
EU	Prolonged Release of GM-CSF	(96936356.3)	(10/10/1996)
Japan	Prolonged Release of GM-CSF	(515216/97)	(10/10/1996)
New Zealand	Prolonged Release of GM-CSF	338065 (338065)	10/9/2001 (10/10/1996)

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2 Note: Although American Cyanamid Company is the entity listed as joint owner in online database searches, the current joint owner is Wyeth Corporation.

ATTACHMENT IV

KNOW-HOW

The Assigned Know-How consists of all of Assignor's and Seller Sub's: (i) business plans, market analyses, costs, valuations, processes and methodologies; (ii) data, technical information, know-how, inventions, discoveries, trade secrets, methods, whether or not patentable; and (iii) manufacturing techniques, engineering data, specifications of materials; and with respect to each of the foregoing, only to the extent that they are used solely in the Business as conducted as of the Closing Date or prior to the Closing Date to the extent the same exist in the records of Assignor or Seller Sub as of the date hereof or at the Closing.